



BellSouth Telecommunications, Inc.
601 W. Chestnut Street
Room 407
Louisville, KY 40203

Dorothy.Chambers@BellSouth.com

Dorothy J. Chambers
General Counsel/Kentucky

502 582 8219
Fax 502 582 1573

December 9, 2004

RECEIVED

DEC 10 2004

Ms. Beth O'Donnell
Executive Director
Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602

Case 2004-00501

**PUBLIC SERVICE
COMMISSION**

Re: Petition to Establish Docket to Consider Amendments to
Interconnection Agreements Resulting from Change of
Law, Kentucky Broadband Act

Dear Ms. O'Donnell:

Enclosed for filing are the original and ten (10) copies of
BellSouth Telecommunications, Inc.'s Petition to Establish
Docket to Consider Amendments to Interconnection Agreements
Resulting from Change of Law, Kentucky Broadband Act.

Sincerely,



Dorothy J. Chambers

Enclosures

562574

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

DEC 10 2004

**PUBLIC SERVICE
COMMISSION**

In the Matter of:

PETITION TO ESTABLISH DOCKET)
TO CONSIDER AMENDMENTS TO)
INTERCONNECTION AGREEMENTS)
RESULTING FROM CHANGE OF LAW,)
KENTUCKY BROADBAND ACT)

CASE NO. Case 2004-00501

PETITION TO ESTABLISH DOCKET RELATIVE TO
CHANGE OF LAW RESULTING FROM KENTUCKY BROADBAND ACT

BellSouth Telecommunications, Inc. ("BellSouth"), by
counsel, pursuant to KRS 278.040 and KRS 278.260, respectfully
requests that the Kentucky Public Service Commission
("Commission") institute a proceeding and hold an evidentiary
hearing, as necessary, to determine what changes the recent
passage of the Kentucky Broadband Act, KRS 278.546, requires in
the existing approved interconnection agreements between
BellSouth and the Competitive Local Exchange Carriers ("CLECs"),
Cinergy Communications Company ("Cinergy"), SouthEast Telephone,
Inc. ("SouthEast"), Aero Communications, LLC ("Aero"), EveryCall
Communications, Inc. ("EveryCall"), ITC^DeltaCom Communications,
Inc. ("DeltaCom"), and Momentum Business Solutions, Inc.
("Momentum").



BellSouth Telecommunications, Inc.
601 W. Chestnut Street
Room 407
Louisville, KY 40203

Dorothy.Chambers@BellSouth.com

Dorothy J. Chambers
General Counsel/Kentucky

502 582 8219
Fax 502 582 1573

December 9, 2004

RECEIVED

DEC 10 2004

Ms. Beth O'Donnell
Executive Director
Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602

Case 2004-00501

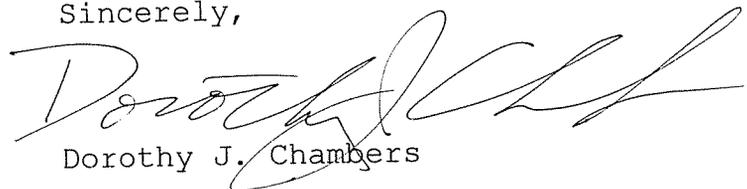
PUBLIC SERVICE
COMMISSION

Re: Petition to Establish Docket to Consider Amendments to
Interconnection Agreements Resulting from Change of
Law, Kentucky Broadband Act

Dear Ms. O'Donnell:

Enclosed for filing are the original and ten (10) copies of
BellSouth Telecommunications, Inc.'s Petition to Establish
Docket to Consider Amendments to Interconnection Agreements
Resulting from Change of Law, Kentucky Broadband Act.

Sincerely,



Dorothy J. Chambers

Enclosures

562574

PARTIES

1. BellSouth's official address for its Kentucky operations is 675 W. Peachtree Street, N.E., Suite 4300, Atlanta, GA 30375.

2. BellSouth's principal place of business in Kentucky is 601 W. Chestnut Street, Louisville, KY 40203. Pleadings and process may be served upon:

Dorothy J. Chambers
601 W. Chestnut Street, Room 407
Louisville, KY 40203
(502) 582-8219
dorothy.chambers@bellsouth.com

Robert Culpepper
Suite 4300, BellSouth Center
675 W. Peachtree Street, N.E.
Atlanta, GA 30375
robert.culpepper@bellsouth.com

3. BellSouth is a local exchange company providing local exchange and intraLATA toll service in Kentucky.

4. Cinergy is a CLEC providing service in Kentucky. Cinergy's principal place of business in Kentucky is:

1419 W. Lloyd Expressway, Suite 101
Evansville, IN 47710

Pleadings and process may be served upon:

Robert A. Bye
Corporate Counsel
8829 Bond Street
Overland Park, KS 66218
bye@cinergy.com

and

John Cinelli
1419 W. Lloyd Expressway, Suite 101
Evansville, IN 47110

5. SouthEast is a CLEC providing service in Kentucky.

SouthEast's principal place of business in Kentucky is:

P. O. Box 1001
Pikeville, KY 41502

Pleadings and process may be served upon:

Darrell Maynard
106 Power Drive
Pikeville, KY 41501

6. Aero is a CLEC providing service in Kentucky. Aero's principal place of business in Kentucky is:

1301 Broadway
Paducah, KY 42001

Pleadings and process may be served upon:

Todd Heinrich, President
1301 Broadway, Suite 100
Paducah, Kentucky 42001

Law Office of Kristopher E. Twomey
Telecom/Internet Law and Regulatory Consulting
2501 Ninth Street, Suite 102
Berkeley, CA 94710

7. EveryCall is a CLEC providing service in Kentucky.

EveryCall's principal place of business in Kentucky is:

10500 Coursey Blvd., Suite 306
Baton Rouge, LA 70816

Pleadings and process may be served upon:

Kyle Coats
10500 Coursey Blvd., Suite 306
Baton Rouge, LA 70816

8. DeltaCom is a CLEC providing service in Kentucky.

DeltaCom's principal place of business in Kentucky is:

4092 South Memorial Parkway
Huntsville, AL 35802

Pleadings and process may be served upon:

Nanette Edwards
ITC^DeltaCom Communications, Inc.
4092 S. Memorial Parkway
Huntsville, AL 35802
nedwards@itcdeltacom.com

ITC^DeltaCom Communications, Inc.
Regulatory Department
7037 Old Madison Pike, Suite 400
Huntsville, AL 35806

9. Momentum is a CLEC providing service in Kentucky.

Momentum's principal place of business in Kentucky is:

2700 Corporate Drive, Suite 200
Birmingham, AL 35242

Pleadings and process may be served upon:

Alan Creighton, CEO
2700 Corporate Drive, Suite 200
Birmingham, AL 35242

and

David Benck
Vice President, Legal & Regulatory
2700 Corporate Drive, Suite 200
Birmingham, AL 35242

DISCUSSION

10. On July 13, 2004, the Kentucky Broadband Act, KRS 278.546, became effective in Kentucky. That legislation

prohibits state agencies from regulating broadband services, including DSL transmission. It further provides that "no agency of the state shall impose or implement any requirement upon a broadband service provider with respect to the following: "the availability of facilities or equipment used to provide broadband services or the rates, terms or conditions for, or entry into, the provision of broadband service." KRS 278.5462(1). The intent and effect of the Kentucky Broadband Act is to prevent state regulation of broadband services, including BellSouth's DSL transmission service, which is offered under federal tariff. As a result, the Commission cannot regulate the terms and conditions of BellSouth's DSL service by requiring BellSouth to continue to provide that service on voice lines leased by competitive LECs as unbundled network elements (or "UNEs"). The Kentucky Broadband Act further establishes in Section 3(2) that "*any requirement imposed upon broadband service in existence as of July 15, 2004 is hereby voided upon enactment of Sections 1 to 3 of this Act.*" *Id.* § 3(2).

[Emphasis added] That statutory provision obviously applies to the Commission's decision in *Cinergy*, which took place before July 15, 2004, and which imposes requirements on a broadband service by requiring that BellSouth provide that service under certain terms and conditions, *i.e.*,| on lines leased to Cinergy as UNEs.

11. As a result of the new law referenced in paragraph 10 above, and pursuant to the interconnection agreements between BellSouth and the CLECs identified in paragraphs 4 through 9, BellSouth sent change of law requests to these CLECs requesting to amend their interconnection agreements with BellSouth to reflect the changes brought about by the Kentucky Broadband Act.

12. To date, BellSouth and these CLECs have not been able to agree on the specific modifications to the interconnection agreements that are required as a result of the enactment of the Kentucky Broadband Act.

13. As a consequence of the parties being unable to reach agreement about how this matter should proceed, BellSouth has filed this petition.

14. Attached to this petition (Exhibit A) are letters and accompanying amendments sent to the affected CLECs that set forth the issue that BellSouth believes should be resolved in this proceeding.

15. Attached to this Petition as Exhibit B is a generic amendment which contains the language that would be appropriate to implement BellSouth's position for the issue identified in Exhibit A.

16. BellSouth respectfully requests that the Commission docket this matter, establish a procedural schedule, and hear

this petition so that at the appropriate time, the necessary modifications to these interconnection agreements can be made.

CONCLUSION

17. BellSouth respectfully requests that the Commission institute this proceeding to consider the impact on existing approved interconnection agreements as identified herein as a result of the recent enactment of the Kentucky Broadband Act. Further, BellSouth respectfully requests that the Commission issue a procedural order and set this matter for hearing as soon as is practical.

Respectfully submitted,



Dorothy J. Chambers
601 W. Chestnut Street, Room 407
P. O. Box 32410
Louisville, KY 40232
(502) 582-8219

R. Douglas Lackey
E. Earl Edenfield, Jr.
Robert Culpepper
Suite 4300, BellSouth Center
675 W. Peachtree Street, N.E.
Atlanta, GA 30375
(404) 335-0447

COUNSEL FOR BELL SOUTH
TELECOMMUNICATIONS, INC.

CERTIFICATE OF SERVICE

It is hereby certified that a true and correct copy of the foregoing was served on the individuals on the attached service list by mailing a copy thereof, this 9th day of December, 2004.


Dorothy J. Chambers

Robert A. Bye
Corporate Counsel
Cinergy Communications Company
8829 Bond Street
Overland Park, KS 66218
bye@cinergycom.com

John Cinelli
1419 W. Lloyd Expressway
Suite 101
Evansville, In 47110

Darrell Maynard
106 Power Drive
Pikeville, KY 41501

Todd Heinrich
President
Aero Communications, LLC
1301 Broadway, Suite 100
Paducah, KY 42001

Law Office of Kristopher
E. Twomey
Telecom/Internet Law and
Regulatory Consulting
2501 Ninth Street
Suite 102
Berkeley, CA 94710

Kyle Coats
10500 Coursey Boulevard
Suite 306
Baton Rouge, LA 70816

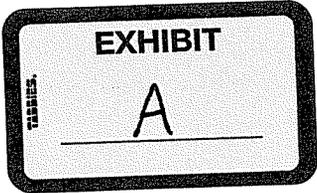
Nanette Edwards
ITC^DeltaCom Communications,
Inc.
4092 S. Memorial Parkway
Huntsville, AL 35802
nedwards@itcdeltacom.com

ITC^DeltaCom Communications,
Inc.
Regulatory Department
7037 Old Madison Pike
Suite 400
Huntsville, AL 35806

Alan Creighton, CEO
Momentum Business Solutions,
Inc.
2700 Corporate Drive
Suite 200
Birmingham, AL 35242

David Benck
Vice President, Legal &
Regulatory
Momentum Business Solutions,
Inc.
2700 Corporate Drive
Suite 200
Birmingham, AL 35242

CINERGY



**AMENDMENT
TO THE
AGREEMENT BETWEEN
CINERGY COMMUNICATIONS COMPANY
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED March 20, 2003**

Pursuant to this Amendment, (the "Amendment"), Cinergy Communications Company ("Cinergy"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated March 20, 2003 ("Agreement").

WHEREAS, the Parties executed an agreement on March 20, 2003 to include Section 2.10.1 in Attachment 2 of the Agreement dated March 20, 2003, for the state of Kentucky, and

WHEREAS, the Parties desire to add provisions to the Agreement consistent with the obligations of the Kentucky Statute KRS 278.546; Chapter 167 of the ACTS ("Kentucky Statute");

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Consistent with the Kentucky Statute, the Parties hereby delete Sections 2.10.1 through 2.10.1.8 of Attachment 2 of the Agreement, titled DSL Transport Service on UNE-P, and replace such Sections with the following:

2.10.1 Cinergy shall not place, and BellSouth shall have no obligation to accept, any orders for wholesale DSL on UNE-P lines on or after July 13, 2004. To the extent Cinergy provisions service to any End Users using BellSouth's wholesale DSL service over resold lines ("Embedded Base") and BellSouth is providing such resold lines to Cinergy at the rate Cinergy would otherwise pay for a UNE-P loop/port combination in the pertinent UNE Zone under this Agreement (the "UNE-P Rate"), BellSouth will continue to provision its wholesale DSL service to the Embedded Base, but after the Effective Date Cinergy shall pay for such resold lines in accordance with Attachment 1 of the Agreement, and BellSouth shall have no obligation to issue a credit to Cinergy for the difference between the resale rate and the UNE-P Rate, nor shall BellSouth be obligated to remit to Cinergy, or to issue a credit for, a surrogate for access charges. In the event Cinergy requests DSL on a resold line after the Effective Date, Cinergy shall purchase such lines pursuant to Attachment 1 of the Party's Interconnection Agreement.

2. This Amendment shall be deemed effective thirty (30) days from the date of last signature executing the Amendment ("Effective Date").
3. All of the other provisions of the Agreement shall remain in full force and effect.

4. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

Cinergy Communications Company

By: _____

By: _____

Name: Kristen E. Rowe

Name: _____

Title: Director

Title: _____

Date: _____

Date: _____

BellSouth Interconnection Services

675 West Peachtree St., NE
Room 34S91
Atlanta, Georgia 30375

Amy Hindman
(404) 927-8998
FAX: 404 529-7839

Sent Via Certified Mail and Electronic Mail

August 27, 2004

Robert A. Bye
Corporate Counsel
Cinergy Communications Company
8829 Bond Street
Overland Park, KS 66214

John Cinelli
President
Cinergy Communications Company
1419 W. Lloyd Expy., Suite 101
Evansville, IN 47710

Subject: Digital Subscriber Line (DSL) over Unbundled Network Element-Platform (UNE-P) in the State of Kentucky

Dear Mr. Bye and Mr. Cinelli:

This is to follow up on my July 28, 2004 letter to you, wherein BellSouth provided notice that, in accordance with Kentucky Statute KRS 278.546; Chapter 167 of the ACTS, BellSouth shall have no obligation to provide wholesale Digital Subscriber Line ("DSL") transport service over Unbundled Network Element-Platform ("UNE-P") as of July 13, 2004, the effective date of said legislation. In this same letter, I informed you of BellSouth's intent to offer Cinergy Communications Company ("Cinergy") options for your embedded base of customers for some period of time.

In addition to, and without waiving BellSouth's July 28, 2004 change of law notice to Cinergy, BellSouth would like to offer Cinergy two options for its embedded base of resale lines with wholesale DSL, purchased pursuant to the existing Section 2.10.1 of Attachment 2. These options will be available for the embedded base of such lines as of the effective date of the legislation referenced above ("embedded base"). First, BellSouth will offer Cinergy a modified resale option. Under this option, Cinergy's embedded base of customers would remain on resold lines, and BellSouth would issue modified credits to Cinergy for one year from the effective date of this legislation, or July 12, 2005. Second, BellSouth will offer Cinergy the option to convert its embedded base of customers to UNE-P until the earlier of (1) the date upon which BellSouth's obligation to offer UNE-P pursuant to Section 251 of the Act and Cinergy's interconnection agreement ends, or (2) July 12, 2005. If any particular Cinergy end-user disconnects or terminates service with Cinergy, such end user will no longer be included as part of the embedded base to which this option applies.

I will be in touch with you next week to discuss the details of these two offers with you.

Thank you for your cooperation in this matter. If you have any questions, please contact me at 404.927.8998.

Sincerely,



CUEC Negotiator



BellSouth Interconnection Services

675 West Peachtree St., NE
Room 34S91
Atlanta, Georgia 30375

Amy Hindman
(404) 927-8998
FAX: 404 529-7839

Sent Via Certified Mail and Electronic Mail

July 28, 2004

Robert A. Bye
Corporate Counsel
Cinergy Communications Company
8829 Bond Street
Overland Park, KS 66214

John Cinelli
President
Cinergy Communications Company
1419 W. Lloyd Expy., Suite 101
Evansville, IN 47710

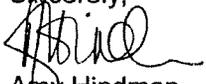
Subject: Digital Subscriber Line (DSL) over Unbundled Network Element-Platform (UNE-P) in the State of Kentucky

Dear Mr. Bye and Mr. Cinelli:

BellSouth sends this notice pursuant to the change of law provisions in Section 17.3 of the General Terms and Conditions of the Interconnection Agreement between the parties dated March 20, 2003. In accordance with Kentucky Statute KRS 278.546; Chapter 167 of the ACTS, BellSouth shall have no obligation to provide wholesale Digital Subscriber Line ("DSL") transport service over Unbundled Network Element-Platform ("UNE-P") as of July 13, 2004, the effective date of said legislation. Enclosed is an amendment to effectuate this change in law. BellSouth intends to offer Cinergy possible options for some period of time for your embedded base of wholesale DSL customers. BellSouth will get back with you within 30 days to share the specific terms of these options.

Pursuant to the change of law provisions of the Interconnection Agreement, if the parties are unable to amend the Interconnection Agreement into compliance with current law within sixty (60) days of this notice, either party may pursue the dispute resolution process set forth in the General Terms and Conditions in the Interconnection Agreement.

Should you have questions please contact me at 404.927.8998.

Sincerely,

Amy Hindman
CLEC Negotiator

Attachment

SOUTHEAST TEL.

**AMENDMENT
TO THE
AGREEMENT BETWEEN
SouthEast.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED October 9, 2001**

Pursuant to this Amendment, (the "Amendment"), SouthEast Telephone, Inc. ("SouthEast"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated October 9, 2001 ("Agreement").

WHEREAS, the Parties executed an amendment on May 20, 2003 to add provisions to the Agreement for the adoption of Section 2.10.1 in Attachment 2 of the Cinergy Communications Company's Interconnection Agreement dated March 20, 2003, for the state of Kentucky, and

WHEREAS, the Parties desire to add provisions to the Agreement consistent with the obligations of the Kentucky Statute KRS 278.546; Chapter 167 of the ACTS ("Kentucky Statute");

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Consistent with the Kentucky Statute, the Parties hereby delete Sections 2.14.5 through 2.14.5.8 of Attachment 2 of the Agreement, titled DSL Transport Service on UNE-P, and replace such Sections with the following:

2.14.5 SouthEast shall not place, and BellSouth shall have no obligation to accept, any orders for wholesale DSL on UNE-P lines on or after July 13, 2004. To the extent SouthEast provisions service to any End Users using BellSouth's wholesale DSL service over resold lines ("Embedded Base") and BellSouth is providing such resold lines to SouthEast at the rate SouthEast would otherwise pay for a UNE-P loop/port combination in the pertinent UNE Zone under this Agreement (the "UNE-P Rate"), BellSouth will continue to provision its wholesale DSL service to the Embedded Base, but after the Effective Date SouthEast shall pay for such resold lines in accordance with Attachment 1 of the Agreement, and BellSouth shall have no obligation to issue a credit to SouthEast for the difference between the resale rate and the UNE-P Rate, nor shall BellSouth be obligated to remit to SouthEast, or to issue a credit for, a surrogate for access charges. In the event SouthEast requests DSL on a resold line after the Effective Date, SouthEast shall purchase such lines pursuant to Attachment 1 of the Party's Interconnection Agreement.
2. This Amendment shall be deemed effective thirty (30) days from the date of last signature executing the Amendment ("Effective Date").

3. All of the other provisions of the Agreement shall remain in full force and effect.
4. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

SouthEast Telephone, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



BellSouth Interconnection Services

675 West Peachtree St., NE
Room 34S91
Atlanta, Georgia 30375

Vicki Wright
(404) 927-7514
FAX: 404 529-7839

Sent Via Certified Mail and Electronic Mail

August 27, 2004

Darrell Maynard
SouthEast Telephone, Inc.
106 Power Drive
Pikeville, KY 41501

Subject: Digital Subscriber Line (DSL) over Unbundled Network Element-Platform (UNE-P) in the State of Kentucky

Dear Mr. Maynard:

This is to follow up on my July 29, 2004 letter to you, wherein BellSouth provided notice that, in accordance with Kentucky Statute KRS 278.546; Chapter 167 of the ACTS, BellSouth shall have no obligation to provide wholesale Digital Subscriber Line ("DSL") transport service over Unbundled Network Element-Platform ("UNE-P") as of July 13, 2004, the effective date of said legislation. In this same letter, I informed you of BellSouth's intent to offer SouthEast Telephone, Inc. ("SouthEast") options for your embedded base of customers for some period of time.

In addition to, and without waiving BellSouth's July 29, 2004 change of law notice to SouthEast, BellSouth would like to offer SouthEast two options for its embedded base of resale lines with wholesale DSL, purchased pursuant to the existing Section 2.10.1 of Attachment 2. These options will be available for the embedded base of such lines as of the effective date of the legislation referenced above ("embedded base"). First, BellSouth will offer SouthEast a modified resale option. Under this option, SouthEast's embedded base of customers would remain on resold lines, and BellSouth would issue modified credits to SouthEast for one year from the effective date of this legislation, or July 12, 2005. Second, BellSouth will offer SouthEast the option to convert its embedded base of customers to UNE-P until the earlier of (1) the date upon which BellSouth's obligation to offer UNE-P pursuant to Section 251 of the Act and SouthEast's interconnection agreement ends, or (2) July 12, 2005. If any particular SouthEast end-user disconnects or terminates service with SouthEast, such end user will no longer be included as part of the embedded base to which this option applies.

I will be in touch with you next week to discuss the details of these two offers with you.

Thank you for your cooperation in this matter. If you have any questions, please contact me at 404.927.7514

Sincerely,

CLEC Negotiator



BellSouth Interconnection Services

675 West Peachtree St., NE
Room 34S91
Atlanta, Georgia 30375

Vicki Wright
(404) 927-7514
FAX: 404 529-7839

Sent Via Electronic Mail**July 29, 2004****Darrell Maynard
SouthEast Telephone, Inc.
106 Power Drive
Pikeville, KY 41501**

Subject: Digital Subscriber Line (DSL) over Unbundled Network Element-Platform (UNE-P) in the State of Kentucky

Dear **Darrell**:

BellSouth sends this notice pursuant to the change of law provisions in Section **16.3** of the **General Terms and Conditions** of the Interconnection Agreement between the parties dated **October 9, 2001**. In accordance with Kentucky Statute KRS 278.546; Chapter 167 of the ACTS, BellSouth shall have no obligation to provide wholesale Digital Subscriber Line ("DSL") transport service over Unbundled Network Element-Platform ("UNE-P") as of July 13, 2004, the effective date of said legislation. Enclosed is an amendment to effectuate this change in law. BellSouth intends to offer (**SouthEast**) possible options for some period of time for your embedded base of wholesale DSL customers. BellSouth will get back with you within 30 days to share the specific terms of these options.

Pursuant to the change of law provisions of the Interconnection Agreement, if the parties are unable to amend the Interconnection Agreement into compliance with current law within **ninety (90)** days of this notice, either party may pursue the dispute resolution process set forth in the General Terms and Conditions in the Interconnection Agreement.

Should you have questions please contact me at **404-927-7514**.

Sincerely,
Vicki Wright

Attachment

AERO

**AMENDMENT
TO THE
AGREEMENT BETWEEN
Aero.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JANUARY 16, 2004**

Pursuant to this Amendment, (the "Amendment"), Aero Communications, LLC ("Aero"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated January 16, 2004 ("Agreement").

WHEREAS, the Parties agreed to add provisions to the Agreement for the adoption of Section 2.10.1 in Attachment 2 of the Cinergy Communications Company's Interconnection Agreement dated March 20, 2003, for the state of Kentucky, and

WHEREAS, the Parties desire to add provisions to the Agreement consistent with the obligations of the Kentucky Statute KRS 278.546; Chapter 167 of the ACTS ("Kentucky Statute");

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Consistent with the Kentucky Statute, the Parties hereby delete Sections 2.10.1 through 2.10.1.8 of Attachment 2 of the Agreement, titled DSL Transport Service on UNE-P, and replace such Sections with the following:

2.10.1 Aero shall not place, and BellSouth shall have no obligation to accept, any orders for wholesale DSL on UNE-P lines on or after July 13, 2004. To the extent Aero provisions service to any End Users using BellSouth's wholesale DSL service over resold lines ("Embedded Base") and BellSouth is providing such resold lines to Aero at the rate Aero would otherwise pay for a UNE-P loop/port combination in the pertinent UNE Zone under this Agreement (the "UNE-P Rate"), BellSouth will continue to provision its wholesale DSL service to the Embedded Base, but after the Effective Date Aero shall pay for such resold lines in accordance with Attachment 1 of the Agreement, and BellSouth shall have no obligation to issue a credit to Aero for the difference between the resale rate and the UNE-P Rate, nor shall BellSouth be obligated to remit to Aero, or to issue a credit for, a surrogate for access charges. In the event Aero requests DSL on a resold line after the Effective Date, Aero shall purchase such lines pursuant to Attachment 1 of the Party's Interconnection Agreement.
2. This Amendment shall be deemed effective thirty (30) days from the date of last signature executing the Amendment ("Effective Date").
3. All of the other provisions of the Agreement shall remain in full force and effect.

4. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

Aero Communications, LLC

By: _____

By: _____

Name: Kristen E. Rowe

Name: _____

Title: Director

Title: _____

Date: _____

Date: _____



BellSouth Interconnection Services

675 West Peachtree St., NE
Room 34S91
Atlanta, Georgia 30375

John Hamman
(404) 927-1992
FAX: 404 529-7839

Sent Via Certified Mail and Electronic Mail

August 27, 2004

Kristopher E. Twomey
Telecom/Internet Law and Regulatory Consulting
2501 Ninth Street, Suite 102
Berkeley, CA 94710

Subject: Digital Subscriber Line (DSL) over Unbundled Network Element-Platform (UNE-P) in the State of Kentucky

Dear Kris:

This is to follow up on my July 29, 2004 letter to you, wherein BellSouth provided notice that, in accordance with Kentucky Statute KRS 278.546; Chapter 167 of the ACTS, BellSouth shall have no obligation to provide wholesale Digital Subscriber Line ("DSL") transport service over Unbundled Network Element-Platform ("UNE-P") as of July 13, 2004, the effective date of said legislation. In this same letter, I informed you of BellSouth's intent to offer Aero Communications, LLC ("Aero") options for your embedded base of customers for some period of time.

In addition to, and without waiving BellSouth's July 29, 2004 change of law notice to Aero, BellSouth would like to offer Aero two options for its embedded base of resale lines with wholesale DSL, purchased pursuant to the existing Section 2.10.1 of Attachment 2. These options will be available for the embedded base of such lines as of the effective date of the legislation referenced above ("embedded base"). First, BellSouth will offer Aero a modified resale option. Under this option, Aero's embedded base of customers would remain on resold lines, and BellSouth would issue modified credits to Aero for one year from the effective date of this legislation, or July 12, 2005. Second, BellSouth will offer Aero the option to convert its embedded base of customers to UNE-P until the earlier of (1) the date upon which BellSouth's obligation to offer UNE-P pursuant to Section 251 of the Act and Aero's interconnection agreement ends, or (2) July 12, 2005. If any particular Aero end-user disconnects or terminates service with Aero, such end user will no longer be included as part of the embedded base to which this option applies.

I will be in touch with you next week to discuss the details of these two offers with you.

Thank you for your cooperation in this matter. If you have any questions, please contact me at 404.927.1992.

Sincerely,


CLEC Negotiator

BellSouth Interconnection Services

675 West Peachtree Street, NE
Room 34S91
Atlanta, Georgia 30375

John M. Hamman
(404)-927-1992
Fax: (404) 529-7839

Sent Via Email and Certified Mail

July 29, 2004

Aero Communications, LLC
Todd Heinrich, President
216 East Stephenson Street
P.O. Box 52
Freeport, IL 61032

and

Kristopher E. Twomey
Counsel for Aero Communications, LLC
MBV Law LLP
855 Front Street
San Francisco, CA 94111

kristwomey@mbvlaw.com

Subject: Digital Subscriber Line (DSL) over Unbundled Network Element-Platform (UNE-P) in the State of Kentucky

Dear Todd;

BellSouth sends this notice pursuant to the change of law provisions in Section 14 of the General Terms and Conditions of the Interconnection Agreement between the parties dated January 16, 2004. In accordance with Kentucky Statute KRS 278.546; Chapter 167 of the ACTS, BellSouth shall have no obligation to provide wholesale Digital Subscriber Line ("DSL") transport service over Unbundled Network Element-Platform ("UNE-P") as of July 13, 2004, the effective date of said legislation. Enclosed is an amendment to effectuate this change in law. BellSouth intends to offer Aero possible options for some period of time for your embedded base of wholesale DSL customers. Bellsouth will get back with you within 30 days to share the specific terms of these options.

Pursuant to the change of law provisions of the Interconnection Agreement, if the parties are unable to amend the Interconnection Agreement into compliance with current law within 90 days of this notice, either party may pursue the dispute resolution process set forth in the General Terms and Conditions in the Interconnection Agreement.

Should you have questions please contact me at 404-927-1992.

Sincerely,

John M. Hamman
Manager, Interconnection Services

EVERYCALL



BellSouth Interconnection Services

675 West Peachtree St., NE
Room 34S91
Atlanta, Georgia 30375

Amy Hindman
(404) 927-8998
FAX: 404 529-7839

Sent Via Certified Mail and Electronic Mail

August 27, 2004

Kyle Coats
EveryCall Communications, Inc.
10500 Coursey Blvd., Suite 306
Baton Rouge, LA 70816

Subject: Digital Subscriber Line (DSL) over Unbundled Network Element-Platform (UNE-P) in the State of Kentucky

Dear Mr. Coats:

This is to follow up on my July 29, 2004 letter to you, wherein BellSouth provided notice that, in accordance with Kentucky Statute KRS 278.546; Chapter 167 of the ACTS, BellSouth shall have no obligation to provide wholesale Digital Subscriber Line ("DSL") transport service over Unbundled Network Element-Platform ("UNE-P") as of July 13, 2004, the effective date of said legislation. In this same letter, I informed you of BellSouth's intent to offer EveryCall Communications, Inc. ("EveryCall") options for your embedded base of customers for some period of time.

In addition to, and without waiving BellSouth's July 28, 2004 change of law notice to EveryCall, BellSouth would like to offer EveryCall two options for its embedded base of resale lines with wholesale DSL, purchased pursuant to the existing Section 2.10.1 of Attachment 2. These options will be available for the embedded base of such lines as of the effective date of the legislation referenced above ("embedded base"). First, BellSouth will offer EveryCall a modified resale option. Under this option, EveryCall's embedded base of customers would remain on resold lines, and BellSouth would issue modified credits to EveryCall for one year from the effective date of this legislation, or July 12, 2005. Second, BellSouth will offer EveryCall the option to convert its embedded base of customers to UNE-P until the earlier of (1) the date upon which BellSouth's obligation to offer UNE-P pursuant to Section 251 of the Act and EveryCall's interconnection agreement ends, or (2) July 12, 2005. If any particular EveryCall end-user disconnects or terminates service with EveryCall, such end user will no longer be included as part of the embedded base to which this option applies.

I will be in touch with you next week to discuss the details of these two offers with you.

Thank you for your cooperation in this matter. If you have any questions, please contact me at 404.927.8998.

Sincerely,


CLEC Negotiator



BellSouth Interconnection Services

675 West Peachtree St., NE
Room 34S91
Atlanta, Georgia 30375

Amy Hindman
(404) 927-8998
FAX: 404 529-7839

Sent Via Certified Mail and Electronic Mail

July 29, 2004

Kyle Coats
EveryCall Communications, Inc.
10500 Coursey Blvd., Suite 306
Baton Rouge, LA 70816

Subject: Digital Subscriber Line (DSL) over Unbundled Network Element-Platform (UNE-P) in the State of Kentucky

Dear Mr. Coats:

BellSouth sends this notice pursuant to the change of law provisions in Section 14 of the General Terms and Conditions of the Interconnection Agreement between the parties dated August 28, 2003. In accordance with Kentucky Statute KRS 278.546; Chapter 167 of the ACTS, BellSouth shall have no obligation to provide wholesale Digital Subscriber Line ("DSL") transport service over Unbundled Network Element-Platform ("UNE-P") as of July 13, 2004, the effective date of said legislation. Enclosed is an amendment to effectuate this change in law. BellSouth intends to offer EveryCall possible options for some period of time for your embedded base of wholesale DSL customers. Bellsouth will get back with you within 30 days to share the specific terms of these options.

Pursuant to the change of law provisions of the Interconnection Agreement, if the parties are unable to amend the Interconnection Agreement into compliance with current law within ninety (90) days of this notice, either party may pursue the dispute resolution process set forth in the General Terms and Conditions in the Interconnection Agreement.

Should you have questions please contact me at 404.927.8998.

Sincerely,

A handwritten signature in black ink, appearing to read "Amy Hindman", written over a horizontal line.

Amy Hindman
CLEC Negotiator

Attachment

**AMENDMENT
TO THE
AGREEMENT BETWEEN
EVERYCALL COMMUNICATIONS, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED August 28, 2003**

Pursuant to this Amendment, (the "Amendment"), EveryCall Communications, Inc. ("EveryCall"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated August 28, 2003 ("Agreement").

WHEREAS, the Parties executed an amendment on December 19, 2003 to add provisions to the Agreement for the adoption of Section 2.10.1 in Attachment 2 of the Cinergy Communications Company's Interconnection Agreement dated March 20, 2003, for the state of Kentucky, and

WHEREAS, the Parties desire to add provisions to the Agreement consistent with the obligations of the Kentucky Statute KRS 278.546; Chapter 167 of the ACTS ("Kentucky Statute");

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Consistent with the Kentucky Statute, the Parties hereby delete Sections 5.8 through 5.8.9 of Attachment 2 of the Agreement, titled DSL Transport Service on UNE-P, and replace such Sections with the following:

5.8 EveryCall shall not place, and BellSouth shall have no obligation to accept, any orders for wholesale DSL on UNE-P lines on or after July 13, 2004. To the extent EveryCall provisions service to any End Users using BellSouth's wholesale DSL service over resold lines ("Embedded Base") and BellSouth is providing such resold lines to EveryCall at the rate EveryCall would otherwise pay for a UNE-P loop/port combination in the pertinent UNE Zone under this Agreement (the "UNE-P Rate"), BellSouth will continue to provision its wholesale DSL service to the Embedded Base, but after the Effective Date EveryCall shall pay for such resold lines in accordance with Attachment 1 of the Agreement, and BellSouth shall have no obligation to issue a credit to EveryCall for the difference between the resale rate and the UNE-P Rate, nor shall BellSouth be obligated to remit to EveryCall, or to issue a credit for, a surrogate for access charges. In the event EveryCall requests DSL on a resold line after the Effective Date, EveryCall shall purchase such lines pursuant to Attachment 1 of the Party's Interconnection Agreement.

2. This Amendment shall be deemed effective thirty (30) days from the date of last signature executing the Amendment ("Effective Date").

3. All of the other provisions of the Agreement shall remain in full force and effect.
4. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

EveryCall Communications, Inc.

By: _____

By: _____

Name: Kristen E. Rowe

Name: _____

Title: Director

Title: _____

Date: _____

Date: _____

ITC^DELTA COM



BellSouth Interconnection Services

675 West Peachtree St., NE
Room 34S91
Atlanta, Georgia 30375

John Hamman
(404) 927-1992
FAX: 404 529-7839

Sent Via Certified Mail and Electronic Mail

August 17, 2004

Ms. Nanette Edwards
Director—Regulatory Affairs
ITC^DeltaCom Communications, Inc.
4092 S. Memorial Parkway
Huntsville, AL 35802

Subject: Digital Subscriber Line (DSL) over Unbundled Network Element-Platform (UNE-P) in the State of Kentucky

Dear Ms. Edwards:

BellSouth sends this notice pursuant to the change of law provisions in Section 9.3 of the General Terms and Conditions of the Interconnection Agreement between the parties dated December 5, 2003. In accordance with Kentucky Statute KRS 278.546; Chapter 167 of the ACTS, BellSouth shall have no obligation to provide wholesale Digital Subscriber Line ("DSL") transport service over Unbundled Network Element-Platform ("UNE-P") as of July 13, 2004, the effective date of said legislation. Enclosed is an amendment to effectuate this change in law. BellSouth intends to offer ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom d/b/a Grapevine (ITC^DeltaCom) possible options for some period of time for your embedded base of wholesale DSL customers. Bellsouth will get back with you within 30 days to share the specific terms of these options.

Pursuant to the change of law provisions of the Interconnection Agreement, if the parties are unable to amend the Interconnection Agreement into compliance with current law within ninety (90) days of this notice, either party may pursue the dispute resolution process set forth in the General Terms and Conditions in the Interconnection Agreement.

Should you have questions please contact me at 404.927.1992.

Sincerely,

 on behalf of John Hamman

John Hamman
CLEC Negotiator

Attachment

**AMENDMENT
TO THE
AGREEMENT BETWEEN
ITC^DELTA COM COMMUNICATIONS, INC. D/B/A ITC^DELTA COM AND D/B/A
GRAPEVINE
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED December 5, 2003**

Pursuant to this Amendment, (the "Amendment"), ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom and d/b/a Grapevine ("ITC^DeltaCom"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated December 5, 2003 ("Agreement").

WHEREAS, the Parties executed an agreement on December 5, 2003 to add provisions to the Agreement for the adoption of Section 2.10.1 in Attachment 2 of the Cinergy Communications Company's Interconnection Agreement dated March 20, 2003, for the state of Kentucky, and

WHEREAS, the Parties desire to add provisions to the Agreement consistent with the obligations of the Kentucky Statute KRS 278.546; Chapter 167 of the ACTS ("Kentucky Statute");

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Consistent with the Kentucky Statute, the Parties hereby delete Sections 2.13 through 2.13.8 of Attachment 2 of the Agreement, titled DSL Transport Service on UNE-P, and replace such Sections with the following:

2.13.1 ITC^DeltaCom shall not place, and BellSouth shall have no obligation to accept, any orders for wholesale DSL on UNE-P lines on or after July 13, 2004. To the extent ITC^DeltaCom provisions service to any End Users using BellSouth's wholesale DSL service over resold lines ("Embedded Base") and BellSouth is providing such resold lines to ITC^DeltaCom at the rate ITC^DeltaCom would otherwise pay for a UNE-P loop/port combination in the pertinent UNE Zone under this Agreement (the "UNE-P Rate"), BellSouth will continue to provision its wholesale DSL service to the Embedded Base, but after the Effective Date ITC^DeltaCom shall pay for such resold lines in accordance with Attachment 1 of the Agreement, and BellSouth shall have no obligation to issue a credit to ITC^DeltaCom for the difference between the resale rate and the UNE-P Rate, nor shall BellSouth be obligated to remit to ITC^DeltaCom, or to issue a credit for, a surrogate for access charges. In the event ITC^DeltaCom requests DSL on a resold line after the Effective Date, ITC^DeltaCom shall purchase such lines pursuant to Attachment 1 of the Party's Interconnection Agreement.

2. This Amendment shall be deemed effective thirty (30) days from the date of last signature executing the Amendment ("Effective Date").
3. All of the other provisions of the Agreement shall remain in full force and effect.
4. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

MOMENTUM

BellSouth Interconnection Services

675 West Peachtree St., NE
Room 34S91
Atlanta, Georgia 30375

Amy Hindman
(404) 927-8998
FAX: 404 529-7839

Sent Via Certified Mail and Electronic Mail

July 29, 2004

Alan Creighton, CEO
Momentum Telecom, Inc.
2700 Corporate Drive, Suite 200
Birmingham, Alabama 35242

Subject: Digital Subscriber Line (DSL) over Unbundled Network Element-Platform (UNE-P) in the State of Kentucky

Dear Mr. Creighton:

BellSouth sends this notice pursuant to the change of law provisions in Section 15.3 of the General Terms and Conditions of the Interconnection Agreement between the parties dated June 12, 2002. In accordance with Kentucky Statute KRS 278.546; Chapter 167 of the ACTS, BellSouth shall have no obligation to provide wholesale Digital Subscriber Line ("DSL") transport service over Unbundled Network Element-Platform ("UNE-P") as of July 13, 2004, the effective date of said legislation. Enclosed is an amendment to effectuate this change in law. BellSouth intends to offer Momentum possible options for some period of time for your embedded base of wholesale DSL customers. BellSouth will get back with you within 30 days to share the specific terms of these options.

Pursuant to the change of law provisions of the Interconnection Agreement, if the parties are unable to amend the Interconnection Agreement into compliance with current law within ninety (90) days of this notice, either party may pursue the dispute resolution process set forth in the General Terms and Conditions in the Interconnection Agreement.

Should you have questions please contact me at 404.927.8998.

Sincerely,



Amy Hindman
CLEC Negotiator

Attachment

cc: David Benck—Momentum (via certified and electronic mail)
Peggy McKay—Momentum (via electronic mail)

**AMENDMENT
TO THE
AGREEMENT BETWEEN
MOMENTUM BUSINESS SOLUTIONS, INC. (GA, LA, NC) AND MOMENTUM
TELECOM, INC. (AL, FL, KY, MS, SC, TN)
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED June 12, 2002**

Pursuant to this Amendment, (the "Amendment"), Momentum Business Solutions, Inc (GA, LA, NC) and Momentum Telecom, Inc. (AL, FL, KY, MS, SC, TN) ("Momentum"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 12, 2002 ("Agreement").

WHEREAS, the Parties executed an amendment on June 9, 2003 to add provisions to the Agreement for the adoption of Section 2.10.1 in Attachment 2 of the Cinergy Communications Company's Interconnection Agreement dated March 20, 2003, for the state of Kentucky, and

WHEREAS, the Parties desire to add provisions to the Agreement consistent with the obligations of the Kentucky Statute KRS 278.546; Chapter 167 of the ACTS ("Kentucky Statute");

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Consistent with the Kentucky Statute, the Parties hereby delete Sections 2.10.1 through 2.10.1.8 of Attachment 2 of the Agreement, titled DSL Transport Service on UNE-P, and replace such Sections with the following:

2.10.1 Momentum shall not place, and BellSouth shall have no obligation to accept, any orders for wholesale DSL on UNE-P lines on or after July 13, 2004. To the extent Momentum provisions service to any End Users using BellSouth's wholesale DSL service over resold lines ("Embedded Base") and BellSouth is providing such resold lines to Momentum at the rate Momentum would otherwise pay for a UNE-P loop/port combination in the pertinent UNE Zone under this Agreement (the "UNE-P Rate"), BellSouth will continue to provision its wholesale DSL service to the Embedded Base, but after the Effective Date Momentum shall pay for such resold lines in accordance with Attachment 1 of the Agreement, and BellSouth shall have no obligation to issue a credit to Momentum for the difference between the resale rate and the UNE-P Rate, nor shall BellSouth be obligated to remit to Momentum, or to issue a credit for, a surrogate for access charges. In the event Momentum requests DSL on a resold line after the Effective Date, Momentum shall purchase such lines pursuant to Attachment 1 of the Party's Interconnection Agreement.

2. This Amendment shall be deemed effective thirty (30) days from the date of last signature executing the Amendment ("Effective Date").
3. All of the other provisions of the Agreement shall remain in full force and effect.
4. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

Momentum Business Solutions, Inc. (GA, LA, NC) and Momentum Telecom, Inc. (AL, FL, KY, SC, TN)

By: _____

By: _____

Name: Kristen E. Rowe _____

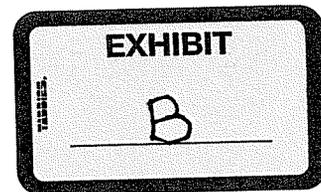
Name: _____

Title: Director _____

Title: _____

Date: _____

Date: _____



**AMENDMENT
TO THE
AGREEMENT BETWEEN
<<customer_short_name>>.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED _____**

Pursuant to this Amendment, (the "Amendment"), <<customer_name>> ("<<customer_short_name>>"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated _____ ("Agreement").

WHEREAS, the Parties executed an amendment on <DATE> to add provisions to the Agreement for the adoption of Section 2.10.1 in Attachment 2 of the Cinergy Communications Company's Interconnection Agreement dated March 20, 2003, for the state of Kentucky, and

WHEREAS, the Parties desire to add provisions to the Agreement consistent with the obligations of the Kentucky Statute KRS 278.546; Chapter 167 of the ACTS ("Kentucky Statute");

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Consistent with the Kentucky Statute, the Parties hereby delete Sections 2.10.1 through 2.10. __ of Attachment 2 of the Agreement, titled DSL Transport Service on UNE-P, and replace such Sections with the following:

2.10.1 <<customer_short_name>> shall not place, and BellSouth shall have no obligation to accept, any orders for wholesale DSL on UNE-P lines on or after July 13, 2004. To the extent <<customer_short_name>> provisions service to any End Users using BellSouth's wholesale DSL service over resold lines ("Embedded Base") and BellSouth is providing such resold lines to <<customer_short_name>> at the rate <<customer_short_name>> would otherwise pay for a UNE-P loop/port combination in the pertinent UNE Zone under this Agreement (the "UNE-P Rate"), BellSouth will continue to provision its wholesale DSL service to the Embedded Base, but after the Effective Date <<customer_short_name>> shall pay for such resold lines in accordance with Attachment 1 of the Agreement, and BellSouth shall have no obligation to issue a credit to <<customer_short_name>> for the difference between the resale rate and the UNE-P Rate, nor shall BellSouth be obligated to remit to <<customer_short_name>>, or to issue a credit for, a surrogate for access charges. In the event <<customer_short_name>> requests DSL on a resold line after the Effective Date, <<customer_short_name>> shall purchase such lines pursuant to Attachment 1 of the Party's Interconnection Agreement.

2. This Amendment shall be deemed effective thirty (30) days from the date of last signature executing the Amendment ("Effective Date").
3. All of the other provisions of the Agreement shall remain in full force and effect.
4. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.